

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM432697

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRIUMPH GROUP, INC.		06/27/2017	Corporation: DELAWARE
TRIUMPH CONTROLS, LLC		06/27/2017	Limited Liability Company: DELAWARE
TRIUMPH THERMAL SYSTEMS, LLC		06/27/2017	Limited Liability Company: DELAWARE
TRIUMPH THERMAL SYSTEMS - MARYLAND, INC.		06/27/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as Administrative Agent		
Street Address:	1600 Market Street, 22nd Floor		
Internal Address:	Attn: Daniel Borelli		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	2752527	ACCU-MET	
Registration Number:	2752525	ACCU-ROLL	
Registration Number:	2952601	CONTINUOUS LOOP RMVA	
Registration Number:	2623911		
Registration Number:	1441798	RMVA	
Registration Number:	1688938	RVVO	
Registration Number:	2519982	TRIUMPH GROUP, INC.	
Registration Number:	0841903	UAP	
Registration Number:	4706824	TRIUMPH AEROSTRUCTURES - VOUGHT AIRCRAFT	
Registration Number:	3911859	COOL UNDER PRESSURE	
Registration Number:	4637706	FAIRCHILD	
Registration Number:	4637705	FAIRCHILD CONTROLS	
Registration Number:	3507219	FAIRCHILD CONTROLS CORPORATION	
TRADEMARK			

CH \$390.00 2752527

Property Type	Number	Word Mark
Registration Number:	4519306	
Registration Number:	4597909	

CORRESPONDENCE DATA

Fax Number: 2165790212

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 216-586-3939

Email: pcyngier@jonesday.com

Correspondent Name: Matthew J. Gherlein

Address Line 1: 901 Lakeside Avenue

Address Line 2: JONES DAY

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	879047-121192
NAME OF SUBMITTER:	Matthew J. Gherlein
SIGNATURE:	/Matthew J. Gherlein/
DATE SIGNED:	06/27/2017

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of June 27, 2017 is made by each of the undersigned (each individually a “Pledgor” and collectively the “Pledgors”), in favor of PNC Bank, National Association, as Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Second Amended and Restated Guarantee and Collateral Agreement, dated as of November 19, 2013 (as amended, supplemented or otherwise modified or reaffirmed from time to time, the “Guarantee and Collateral Agreement”), among the Loan Parties from time to time party thereto (the “Grantors”), the Agent, and the other Secured Parties (as defined therein).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement dated as of November 19, 2013 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), the Lenders severally agreed to make extensions of credit to the Grantors upon the terms and subject to the conditions set forth therein and the Grantors agreed to enter into the Guarantee and Collateral Agreement;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Pledgor pledged and granted to the Agent for the benefit of the Agent and the other Secured Parties a continuing security interest in all U.S. Intellectual Property, all U.S. Intellectual Property agreements, and all Foreign Intellectual Property for which filings or other actions outside the United States are not required for perfection of the security interest granted, including the Trademarks; and

WHEREAS, each Pledgor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Guarantee and Collateral Agreement, each Pledgor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Each Pledgor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agree to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of such Pledgor’s right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the “Collateral”), to the Agent for the benefit of the Agent and the other Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Pledgor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Pledgor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TRIUMPH GROUP, INC.
TRIUMPH CONTROLS, LLC
TRIUMPH THERMAL SYSTEMS, LLC
TRIUMPH THERMAL SYSTEMS –
MARYLAND, INC.

By: 

Name: John B. Wright, II

Title: SVP & General Counsel (Triumph Group, Inc.)
Vice President - all others

PNC BANK, NATIONAL ASSOCIATION
as Administrative Agent for the Secured Parties

By: _____

Name:

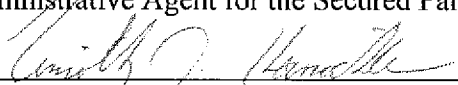
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TRIUMPH GROUP, INC.
TRIUMPH CONTROLS, LLC
TRIUMPH THERMAL SYSTEMS, LLC
TRIUMPH THERMAL SYSTEMS –
MARYLAND, INC.

By: _____
Name:
Title:

PNC BANK, NATIONAL ASSOCIATION
as Administrative Agent for the Secured Parties

By:  _____
Name: Timothy J. Hornick
Title: Senior Vice President

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>	<u>Owner</u>
ACCU-MET	# 2,752,527	Triumph Controls, LLC
ACCU-ROLL	# 2,752,525	Triumph Controls, LLC
CONTINUOUS LOOP RMVA	# 2,952,601	Triumph Controls, LLC
DESIGN ONLY	# 2,623,911	Triumph Group, Inc.
RMVA	# 1,441,798	Triumph Controls, LLC
RVVO	# 1,688,938	Triumph Controls, LLC
TRIUMPH GROUP, INC.	# 2,519,982	Triumph Group, Inc.
UAP AND DESIGN	# 0,841,903	Triumph Thermal Systems, LLC
TRIUMPH AEROSTRUCTURES – VOUGHT AIRCRAFT DIVISION	# 4,706,824	Triumph Group, Inc.
COOL UNDER PRESSURE	# 3,911,859	Triumph Thermal Systems – Maryland, Inc.
FAIRCHILD AND DESIGN	# 4,637,706	Triumph Thermal Systems – Maryland, Inc.
FAIRCHILD CONTROLS AND DESIGN	# 4,637,705	Triumph Thermal Systems – Maryland, Inc.
FAIRCHILD CONTROLS CORPORATION	# 3,507,219	Triumph Thermal Systems – Maryland, Inc.
DESIGN ONLY	# 4,519,306	Triumph Thermal Systems – Maryland, Inc.
DESIGN ONLY	# 4,597,909	Triumph Thermal Systems – Maryland, Inc.

TRADEMARK

REEL: 006091 FRAME: 0816

RECORDED: 06/27/2017